



**DEPARTMENT OF PURCHASING AND  
CONTRACTING**

**INVITATION TO BID (ITB) NO.: 16-100702**

**DeKalb County Toddler Pool Conversions**

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**DEKALB COUNTY, GEORGIA  
1300 Commerce Drive,  
Second Floor  
Decatur, Georgia 30030**

**DUE BY: May 5, 2016 at 3:00 P.M. E.S.T**

**Vearnetta Rivers, CPPB, Sr. Procurement Agent, Phone: (404) 371-2936, E-mail:  
[vrivers@dekalbcountyga.gov](mailto:vrivers@dekalbcountyga.gov)**

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## AKNOWLEDGEMENT OF BIDDER

I \_\_\_\_\_ have had the opportunity to review and have reviewed this Bid Document Package dated \_\_\_\_\_, 20\_\_ in its entirety and I agree that it is accurate and complete. I \_\_\_\_\_ am duly and properly in office and I am fully authorized and empowered to execute this Acknowledgement for and on behalf of the Contractor.

By: \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Federal Tax I.D. Number

### ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**ADVERTISEMENT FOR BIDS**

**DEKALB COUNTY, GEORGIA**

**INVITATION NUMBER 16-100702**

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, Second Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on May 5, 2016, at which time and place they will be publicly opened and read aloud, for furnishing all labor, materials, equipment, and all things necessary pursuant to Drawings, Specifications, conditions, etc., for DeKalb County Toddler Pool Conversions.

**ONE ORIGINAL BID AND TWO IDENTICAL COPIES MUST BE SUBMITTED ON THE DATE AND AT THE TIME AND PLACE PRESCRIBED ABOVE.**

Contract Documents, Drawings, and Specifications for this Work are on file and open for inspection at AGC Builders Exchange, 1940 The Exchange SE, Suite 300, Atlanta, Georgia 30339 (or at the AGC of Georgia Internet Plan Room at [www.agcga.org](http://www.agcga.org)); National Association of Minority Contractors – Atlanta Chapter, 4251 East Side Drive, Decatur, Georgia 30034; Amec Foster Wheeler Environment & Infrastructure, Inc. 1075 Big Shanty Road, N.W., Suite 100, Kennesaw, GA 30144; and the Department of Purchasing and Contracting, The Maloof Center, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030.

**MANDATORY PRE-BID CONFERENCE AND SITE VISIT**

A **MANDATORY** pre-bid conference and site visit will be held at 10:00 a.m. on **April 21, 2016** at **330 Ponce De Leon Avenue, Conference Room B**. Bidders are **required** to attend and participate in the mandatory pre-bid conference and site visit. Bidders shall sign in at the mandatory pre-bid meeting and site visit as proof of attendance. Only the Bidder or its authorized representative or employee shall sign in at the mandatory pre-bid meeting and site visit. For individual firms planning to bid as a yet to be formed joint venture, a representative from each firm is required to attend and sign in. Failure of a Bidder to attend or sign in at the mandatory pre-bid conference and site visit, will be cause for rejection of Bid. For information

regarding the mandatory pre-bid conference and site visit, please contact **Vearnetta Rivers, Sr. Procurement Agent** at [vrivers@dekalbcountyga.gov](mailto:vrivers@dekalbcountyga.gov).

Locations of site visits:

- 1.) Medlock Park: 874 Gaylemont Circle, Decatur, GA 30033
- 2.) Kittredge Park: 2535 North Druid Hills Rd., Atlanta, GA 30029
- 3.) Tobi Grant Park: 644 Parkdale Drive, Scottdale, GA 30079
- 4.) Cofer Park: 4259 North Park Drive, Tucker, GA 30088
- 5.) Lithonia Park: 2501 Park Drive, Lithonia, GA 30079

### **QUESTIONS**

All questions concerning the Project and requests for interpretation of the solicitation may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to the Department of Purchasing and Contracting in writing by via email to [vrivers@dekalbcountyga.gov](mailto:vrivers@dekalbcountyga.gov), no later than 28th day of April, 2016 @ 3:00 p.m. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the Bids.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES IN BIDDING, AND TO READVERTISE.**

This \_\_\_\_\_ day of \_\_\_\_\_, 2015

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_  
Vearnetta Rivers, CPPB  
Sr. Procurement Agent  
Department of Purchasing and Contracting

## **INSTRUCTIONS TO BIDDERS**

### **GENERAL**

Sealed Bids will be received by DeKalb County, Georgia, in the Department of Purchasing and Contracting, The Maloof Center, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030, until 3:00 p.m. on the **5th day of May, 2016**, for according to the Drawings and Specifications entitled DeKalb County DeKalb County Toddler Pool Conversions at The Maloof Center, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030. Sealed Bids shall be submitted on the form furnished by the County and shall be submitted in **triplicate**, designated as original or copy. **ONE ORIGINAL BID AND TWO IDENTICAL COPIES MUST BE SUBMITTED ON THE DATE AND AT THE TIME AND PLACE PRESCRIBED ABOVE.**

### **SUBMITTING BIDS**

Bids are to be submitted on the proper unaltered forms, and shall be addressed to the DeKalb County Department of Purchasing and Contracting, The Maloof Center, 2<sup>nd</sup> Floor, 1300 Commerce Drive, Decatur, Georgia 30030, sealed, dated and enclosed in an envelope or package appropriately marked on the outside with the name of the Bidder, the date and hour of opening, and the Invitation to Bid Number and Project Name.

### **BUSINESS LICENSE**

Bidders shall submit a copy of its current, valid business license with its Bid. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If Bidder is a joint venture, Bidder shall submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Bidder holds a professional license, then Bidder shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the proposed Bid being deemed non-responsive.

### **UTILITY SYSTEMS CONTRACTOR'S LICENSE**

As required by O.C.G.A. § 43-14-8, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its or its subcontractor's Georgia Utility Systems Contractor's License, Utility Manager's Certificate, and Utility Foreman's Certificate in a separate sealed envelope. All licenses and certificates must be issued in the name of the person or

entity that will perform the utility work. If a subcontractor's Georgia Utility Systems Contractor's License is submitted with the Bid, the subcontractor must be listed as such on appropriate Bidder's Lump Sum Price Form Bidder's Unit Price Form. All licenses and certificates must be current, valid, and issued in compliance with applicable law. Failure to provide this license and necessary certificates in this format shall result in the proposed Bid being deemed non-responsive.

#### **GENERAL CONTRACTOR'S LICENSE NUMBER**

As required by O.C.G.A. § 43-41-6, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its Georgia General Contractor's License. The Georgia General Contractor's License must be issued in the name of the Bidder or in the name of its qualifying agent. If a proposed Bidder is relying upon a qualifying agent's Georgia General Contractor's License, then the name of the proposed Bidder must be set forth on the license as an affiliated business organization/dependent licensee. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid shall result in the proposed Bid being deemed non-responsive.

#### **QUESTIONS, ADDENDA AND INTERPRETATION**

All questions concerning the Project and requests for interpretation of the solicitation must be submitted to the Department of Purchasing and Contracting via email to [vrivers@dekalbcountyga.gov](mailto:vrivers@dekalbcountyga.gov), no later than **2:00 p.m. on April 28, 2016**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

#### **ACKNOWLEDGMENT OF ADDENDA**

Addenda may be issued in response to changes in the ITB. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Bidders shall acknowledge the addenda, and submit to the Department of Purchasing and Contracting as requested. Addenda must be acknowledged by signing and returning the Addendum Acknowledgement with the Bid. Failure to properly acknowledge the addenda any Addendum may result in a declaration of non-responsiveness. Bidder may contact Vearnetta Rivers, Sr. Procurement Agent, at [vrivers@dekalbcountyga.gov](mailto:vrivers@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project shall be found on DeKalb County's website, <http://www.dekalbcountyga.gov/purchasing/index.html>.

### **AUTHORITY TO SIGN**

If a Bid is submitted by an individual, his/her name and mailing address must be shown. If submitted by a corporation, partnership, or joint venture, the name and physical mailing address of each member of the corporation, partnership, or joint venture must be shown. If submitted by a corporation, the Certificate of Corporate Bidder in the form attached to the Bid Document Package must be executed and submitted with the Bid. If submitted by a joint venture, the Certificate of Authority – Joint Venture in the form attached to the Bid Document Package must be executed and submitted with the Bid. A post office box is not acceptable as a physical mailing address. The legal and proper name of the proprietorship, corporation, or partnership submitting the Bid shall be printed or typed in the space provided on the Certificate of Corporate Bidder.

### **BID GUARANTEE TO ACCOMPANY BID**

Each Bid must be accompanied by a Bid Guarantee in an amount of not less than ten percent (10%) of the total amount of the Bid. The Bid Guarantee may be in the form of an official bank check payable to DeKalb County, or a Bid Bond in the form provided in the Bid Document Package. The Bid Bond shall be issued by a surety company licensed to

write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

### **VALID INSURANCE, BONDS, LICENSES, PERMITS, AND CERTIFICATES**

Bidder shall ensure that any bond, bid bond, payment bond, performance bond, insurance, license, permit or certificate submitted in response to this Invitation to Bid or as part of the Contract for this Project shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.



## **BUILDERS' RISK INSURANCE COVERAGE**

DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sub-limits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value

**Deductibles:**

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

## **RIGHTS RESERVED**

The County reserves the right to reject any or all Bids, to waive formalities, and to readvertise. The County reserves the right to decide which Bid will be deemed lowest and best. For consideration as a responsible Bidder, the proposed Bidder shall, among other qualifications, demonstrate in its Bid that it has been the general contractor engaged in construction and successful completion of facilities of similar character and magnitude for at least five (5) years, and shall demonstrate the financial ability to perform the required Work. Bidder will be required to submit evidence setting forth qualifications which entitle him to consideration as a responsible Bidder. A list of work as specifically outlined in this solicitation and must have been successfully completed within the last three (3) years is

required as set forth in the Invitation to Bid giving the location and size of each project. Bidder shall complete the Reference and Release Form attached to the Bidder Document Package. In addition, the Bidder shall submit upon request by the County, a list of equipment available for use on this project. Any additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and may be cause for rejection as non-responsive. No Bid may be revoked or withdrawn until sixty (60) days after the time set for opening the Bids.

### **AWARD OF CONTRACT**

The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the County, price and other factors considered. The County is entitled to make the determination in its sole discretion. The Contract between the County and the Contractor shall be executed in the form attached to the Bid Document Package in Exhibit 1, and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, shall be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.*

### **FAILURE TO EXECUTE CONTRACT**

The County shall have ninety (90) days after the time set for openings of Bids to notify a Bidder of the County's acceptance of the Bid and its intent to award the Contract to such Bidder. If the County so notifies a Bidder and the Bidder fails to enter into the Contract in the form attached to the Bid Document Package in Exhibit 1 within ten (10) days of receiving such notice, or fails within that time to provide the required Payment and Performance Bonds and proof of required insurance, the amount of the Bid Bond or other Bid Guarantee shall be paid over to the County as liquidated damages. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the County might otherwise have against the Bidder, and the County shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law.

### **TIME AND LIQUIDATED DAMAGES**

Construction must begin within ten (10) days from the date the Contractor acknowledges receipt of the Notice to Proceed, by signing and inserting the acknowledgement date on the Notice to Proceed. Contractor shall fully complete the Work within one hundred and eighty (180) calendar days from and including the acknowledgement date. For failure to complete the Work within above specified period, the Contractor shall pay the County liquidated damages in the amount of Five Hundred Dollars and Zero Cents (\$500.00) for each day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

### **CONSTRUCTION CONTINGENCY FUND**

Bidder shall add a \$40,000.00 (Owner Controlled) Construction Contingency Fund. Contractor shall not be entitled to use this fund without written approval by the County.

### **CONSTRUCTION CONTINGENCY**

Contingency is a reserve to the County Project Manager to deal with the unexpected, unplanned event during the course of the project. Contingency enables the project to proceed with minimal interruptions or delays to the schedule. In the event the reimbursement through the use of County authorized Contingency Funding for Unforeseen Conditions is necessary, form A1A Document No. G701, Change Order, must be used as contingency authorization document, and must have been previously approved by the County Project Manager.

### **LOCATIONS AND SITE**

The site of the proposed Work is at the stated location(s) within DeKalb County, Georgia. By submitting a Bid, the Bidder accepts the site in its present condition and agrees, if awarded the Contract, to carry out all Work in accordance with the requirements of the Contract, the Specifications and as shown on the Drawings. The Bidder is required, before submitting a Bid, to visit the site and acquaint itself with the actual conditions and the location of any or all obstructions that may exist on the site. The documents comprising the Contract contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the

County, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract. Each Bidder, prior to submitting his/her Bid, is responsible for inspecting the site and for reading and being thoroughly familiar with all of the documents comprising the Contract and Bid Document Package. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his/her Bid. The Contractor shall inspect all easements and rights-of-way to insure that the County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract. The Contractor shall comply with all stipulations contained in easements acquired by the County. If applicable to the Work, all easements and rights-of-way documents are available for inspection in the office of the GIS Department located on the 6<sup>th</sup> floor of The Clark Harrison located @ 330 W. Ponce De Leon Ave., Decatur, GA 30030. The Contractor shall not be entitled to damages and agrees not to make any claim against the County, its officials or employees for the failure to obtain necessary interests in land for this Project. The Contractor shall accurately locate above-ground and below-ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

#### **LOCAL SMALL BUSINESS ENTERPRISE ORDINANCE**

The Chief Executive Officer and the Board of Commissioners of DeKalb County recognize that it is important to encourage small and local businesses to participate in the business of County government; participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents; therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by enacting the Local Small Business Enterprise Ordinance, Code of DeKalb County, as revised 1988, §2-200 *et seq.* ("LSBE Ordinance") and implementing the LSBE program. Bidders are requested to provide a listing of their LSBE subcontractors, the work to be completed by each LSBE, and the estimated start and end dates the work is to be performed stated in weeks after project kickoff.

For further details and an explanation of the LSBE Exhibits, please review the attached LSBE Program Information sheet which includes the required LSBE Exhibits. Bidders may also contact the County's Contract Compliance Division of the Department of Purchasing and Contracting at [pcadmin-ops@dekalbcountyga.gov](mailto:pcadmin-ops@dekalbcountyga.gov) or (404) 371-7051.

The LSBE Program Information Sheet is a summary of the LSBE program and is provided as a service to potential County vendors. For the full and complete requirements of this program, potential vendors are directed to consult the LSBE ordinance itself. Completion of LSBE Exhibits A and B are MANDATORY.

Failure to fully complete and submit LSBE Exhibits A and B with a Bid may result in the Bid being rejected as non-responsive. Failures to fully complete and timely submit LSBE Exhibit C during the Contract Term may be cause for termination of the Contract. The County's Certified LSBE Vendor List may be found on the following website: <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.

### **FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION**

All qualifying Contractors and Subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. In order for a Bid to be considered, it is mandatory that the Bidder's Affidavit of Compliance with O.C.G.A. §13-10-91 included as page 34 be completed and submitted with the Bid.

### **GEORGIA OPEN RECORDS ACT**

Contractors will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

### **FIRST SOURCE JOBS ORDINANCE**

The DeKalb County First Source Jobs Ordinance, Code of DeKalb County, as revised, 1988, §2-231 *et seq.* ("the First Source Jobs Ordinance") requires Contractors and Beneficiaries of Eligible Projects as those terms are defined in First Source Jobs Ordinance

now and as they may be amended hereafter, to make a good faith effort to hire DeKalb County residents for at least fifty percent (50%) of all jobs created by the Eligible Project using the First Source Register (candidate database). The Contractor and the Work to be performed under this Contract are subject to the provisions of the First Source Jobs Ordinance. A First Source Jobs Ordinance Acknowledgement Form is included in the Bid Document Package. The signer of this form acknowledges and agrees to comply with the provisions of the First Source Jobs Ordinance. For more information on the requirements of the First Source Jobs Ordinance, Bidders may contact DeKalb Workforce Development at 404-687-3400.

## **BIDDER'S LUMP SUM PRICE**

TO: The Governing Authority of DeKalb County, Georgia

The undersigned, as Bidder, declares that he has carefully examined the Bid Document Package for ITB No. 16-100702, DeKalb County Toddler Pool Conversions, the Specifications therein contained, and the Drawings therein referred to, and that he/she proposes and agrees that if his/her Bid is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the following lump sum amount which sum is hereinafter referred to as the "Base Bid." The Base Bid includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Project in strict conformity with the Drawings, Specifications, the Contract, and all addenda and authorized written clarifications issued prior to the Bid date. Without limitation, the Base Bid also includes all applicable sales and use taxes, fees, temporary lighting, heating and cooling, temporary utilities, security for the site, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

**A.) BASE BID:**

\_\_\_\_\_ (\$\_\_\_\_\_)  
(State amount in words on this line) (In figures)

**B.) (OWNER CONTROLLED) CONSTRUCTION CONTINGENCY FUND:**

Forty Thousand Dollars and Zero Cents (\$40,000.00\_\_\_\_\_)  
(State amount in words on this line) (In figures)

**C.) TOTAL LUMP SUM PRICE (Add: A+B=C):**

\_\_\_\_\_ (\$\_\_\_\_\_)  
(State amount in words on this line) (In figures)

## BIDDER'S BASE BID BREAKDOWN

<b>Bid - Tabulation Form</b>				
<b>Schedule of Values for Pool Conversions</b>				
<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>COST</b>
<b>1. GENERAL</b>				
A) MOBILIZATION & DEMOBILIZATION	LS			
-Transfer equipment from storage to site	LS			
B) CONSTRUCTION STAKING	LS			
C) DEMOLITION	LS			
D) EROSION & SEDIMENT CONTROL MEASURES	LS			
E) GRADING COMPLETE	LS			
F) COMMISSIONING AND START UP OF EQUIPMENT	LS			
<b>2. PAVING</b>				
A) CONCRETE SPRAY PAD AREA				
-ULTRA TUFF TEXTURE CONCRETE OVERLAY	SF			
-6" CONCRETE PAVING	CY			
-6" GAB	CY			
B) CONCRETE PAVEMENT				
-6" CONCRETE PAVING	CY			
-6" GAB	CY			
<b>3. SITE AMENITIES</b>				
A) WATER SPRAY FEATURES/EQUIPMENT				
-VAKPAK EQUIPMENT (INSTALLATION COST ONLY)	EACH			
-VORTEX EQUIPMENT (INSTALLATION COST ONLY)	EACH			
-PLAY SAFE MAIN DRAIN (INSTALLATION COST ONLY)	EACH			
-PIPING FROM EQUIPMENT TO SPRAY PAD	LF			
-GEYSERS (WATER FEATURES- INSTALLATION COST ONLY)	EACH			
-WATER BUG FEATURE (INSTALLATION COST ONLY)	EACH			
B) CHAIN LINK FENCE (MATCH EX. HEIGHT)				
-CHAIN LINK FENCE	LF			
-CHAIN LINK GATE	LF			
<b>4. UTILITIES</b>				
-Trench Drain System	LF			
-Trench Drain grates only replaced	LF			



Notes:

1. Specification sections listed in parentheses after pay item descriptions are the main sections that define the work to be completed under the pay item. Other sections will apply as indicated in the Specifications.
2. The descriptions for pay items are only summaries of work to be performed.
3. Work is defined on the Drawings and in the Specifications
4. Bid prices shall be included for each pay item to cover all applicable work, even though not specifically stated.

Abbreviations:

**LS** = Lump Sum, **LF**= Linear Feet, **EA**= Each, **SY**= Square Yards, **CY**= Cubic Yards

If this Bid shall be accepted by DeKalb County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in the Instructions to Bidders attached hereto within ten (10) days from the Notice of Award of the Contract, then the County may at its option, determine that the undersigned abandoned the Contract and thereupon this Bid shall be null and void, and the sum stipulated in the attached Bid Bond (or official bank check) shall be forfeited to the County as liquidated damages.

Bidder declares its intent to subcontract the portion of the Work as below stated. Bidder understands and agrees that the use of any Subcontractor not listed below shall be strictly prohibited without prior written approval from the County. *(List the names of all subcontractors and the work to be performed by the subcontractor on the lines provided below.)*

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Bidder further declares that the full names and residence addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

---

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Bidder declares further that it is ☐ / is not ☐ a DeKalb County Firm.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ (SEAL)  
Signature

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Name of Business Entity Submitting Bid

\_\_\_\_\_  
Bidder's Street Address

\_\_\_\_\_  
Bidder's City, State and Zip Code

\_\_\_\_\_  
Bidder's Phone Number

\_\_\_\_\_  
Bidder's Fax Number

\_\_\_\_\_  
Bidder's E-Mail Address



**DeKalb Workforce Development**  
*Where Workforce Comes Together*

### **First Source Jobs Ordinance Acknowledgement**

**Contract No.** \_\_\_\_\_

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

#### **CONTRACTOR OR BENEFICIARY INFORMATION:**

\_\_\_\_\_  
Contractor or Beneficiary Name (Signature)

\_\_\_\_\_  
Contractor or Beneficiary Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_
2. How many incumbents/existing employees will retain jobs due to this contract?  
DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_

**Please return this form to Workforce Development, fax (404) 687-4099 or email to [dekalbworkforce@dekalbcountyga.gov](mailto:dekalbworkforce@dekalbcountyga.gov).**

**PREFERRED EMPLOYEE TRACKING FORM**

Name of Proposer:

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**Invitation to Bid No. 16-100702 - DeKalb County Toddler Pool Conversions**

**Do you anticipate hiring from the Workforce Development Preferred Employee Candidate Registry: Yes or No (Circle which applies.)**

**If so, approximate number of employees you anticipate hiring:** \_\_\_\_\_

Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring:

**ITB No. 16-100702 CONTRACTOR REFERENCE AND RELEASE FORM**

List at least three (3) references for the Prime bidder. Provide the information requested in the form below, include the contact person who will verify the contractor's experience and ability to perform the type of services listed in this solicitation. (Please make copies as necessary and submit with the Bid Document Package.)

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this ITB.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature)

Company Name \_\_\_\_\_ ☐ Bidder ☐ Subcontractor      Date \_\_\_\_\_

## SUBCONTRACTOR INFORMATION FORM

The Bidder shall identify all proposed subcontractors who will be performing work under the proposed Contract. The Bidder certifies that the following individuals, firms or businesses will be hired or awarded subcontracts for the indicated portions of the Work in the event that the Bidder is awarded the Contract.

**Please list all proposed Subcontractors below:**

1. TYPE OF WORK:

---

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Name

---

Street Address

City

State

Zip

2. TYPE OF WORK:

---

---

Name

---

Street Address

City

State

Zip

3. TYPE OF WORK:

---

---

Name

---

Street Address

City

State

Zip

4. TYPE OF WORK:

---

---

Name

---

Street Address

City

State

Zip

**(Make copies as necessary.)**

### SUBCONTRACTOR REFERENCE AND RELEASE FORM

List at least three (3) references. Provide the information requested in the form below for the contact person who will verify the subcontractor's experience and ability to perform the type of services listed in the solicitation.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

### REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature)

Company Name \_\_\_\_\_

**ATTACHMENT G**  
**LSBE INFORMATION**  
**WITH EXHIBITS A – C**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE  
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

**PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE**

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Purchasing and



Contracting Department, DeKalb County Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit B." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as "Exhibit C".

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

## **EXHIBIT A**

### SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

As specified, Bidders and Proposers are to present the details of LSBE, MBE AND WBE participation below:

PRIMEBIDDER/PROPOSER \_\_\_\_\_

SOLICITATION NUMBER: **ITB No. 16-100702**

#### **TITLE OF UNIT OF WORK – DeKalb County Toddler Pool Conversions**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):  
\_\_\_\_LSBE-DeKalb    \_\_\_\_LSBE-MSA                    \_\_\_\_MBE                    \_\_\_\_ WBE.
2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly: \_\_\_\_\_.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE, MBE or WBE joint venture firm.  
\_\_\_\_\_  
\_\_\_\_\_
4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as “Exhibit B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

**EXHIBIT A, CONT'D**

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Please attach additional pages, if necessary.

## **EXHIBIT A, CONT'D**

### **DEKALB COUNTY CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
5.			Efforts were made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
6.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
7.			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.			Explored Joint venture opportunities.
10.			Other Actions (specify):

**EXHIBIT A, CONT'D**

Please explain all “no” answers above (by number):

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Purchasing and Contracting Department, Contract Compliance Division at (404) 371.6312. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Purchasing and Contracting Department, Contract Compliance Division is available on our website at <http://www.dekalbcountyga.gov/>.

## **EXHIBIT A, CONT'D**

### **DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

#### **Bidder/Proposer Statement of Compliance**

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

**1. Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
  - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
  - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

**EXHIBIT A, CONT'D**

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

**2. Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in

Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

\_\_\_\_\_

Firm's Officer:

\_\_\_\_\_

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

Notary Public

My Commission

Expires: \_\_\_\_\_

**EXHIBIT B**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.
3. Executed contracts between the Prime and LSBEs must be submitted with the bid documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

**To:** \_\_\_\_\_

**(Name of Prime Contractor Firm)**

**From:** \_\_\_\_\_ ☐ LSBE –DeKalb ☐ LSBE –MSA ☐ MBE ☐ WBE

**(Name of Subcontractor Firm)**

**(Check all that apply)**

**ITB Number:** 16-100702

**Project Name:** DeKalb County Toddler Pool Conversions

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project Commence Date	% of Contract Award	Estimated Dollar Amount

<b>Description of Materials or Services</b>	<b>Project Commence Date</b>	<b>% of Contract</b>
<b>Award Estimated Dollar Amount</b>		

**Prime Contractor**

**Sub-contractor**

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# EXHIBT C

FORM 7B, Rev 10/16/15

## PRIME CONTRACTOR LSBE UTILIZATION REPORT



**Please complete a separate form for each contract; all information must be filled in or form will be returned to you.**

This report must be submitted with each request for payment, & not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application). Failure to comply may result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, & denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR		Contract Award Amount	% Complete to Date
Name:			
Address:			
Telephone #:	Fax #:	Email:	

REPORTING PERIOD: (From - To)	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT NAME & LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUESTED TO DATE: \$ \_\_\_\_\_

SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)		Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date
Name of Sub-Contractor	Description of Work			

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name) \_\_\_\_\_ Date: \_\_\_\_\_

Completed Form by email: [readnini-ops@dekalbcountyga.gov](mailto:readnini-ops@dekalbcountyga.gov)  
 DeKalb County Purchasing and Contracting Department, 1300 Commerce Drive 2<sup>nd</sup> Floor, Decatur, Georgia 30030  
 404-371-7051 (phone)



### LSBE SUB-CONTRACTOR UTILIZATION REPORT

**Please complete a separate form for each contract; all information must be filled in or form will be returned to you.**

This report must be submitted by the 10<sup>th</sup> of each month, along with a copy of your monthly invoice and copies of any checks/payments received from the Prime Contractor associated with this contract. Failure to comply may result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB - CONTRACTOR		Sub-Contract Award Amount	% Complete to Date
Name:			
Address:			
Telephone #:	Fax#:	Email:	

PRIME CONTRACTOR:	
ITB/RFI NUMBER:	
CONTRACT NUMBER:	
PROJECT NAME & LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$ \_\_\_\_\_

Reporting Period (From - To)	Description of Work	Current Amount Invited	Amount Paid This Period	Outstanding Payments / Past Due Amount
<b>TOTALS</b>				

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name) \_\_\_\_\_ Date: \_\_\_\_\_

Return Completed Form by email: [peadlin-ops@dekalbcountyga.gov](mailto:peadlin-ops@dekalbcountyga.gov)  
DeKalb County Purchasing and Contracting Department, 1300 Commerce Drive 2<sup>nd</sup> Floor, Decatur, Georgia 30030  
404-371-7051 (phone)

## BUSINESS SERVICE REQUEST FORM

Please note: Please complete one form for each position that you have available.

DATE: \_\_\_\_\_

FEDERAL TAX ID: \_\_\_\_\_

COMPANY NAME:

\_\_\_\_\_

WEBSITE:

\_\_\_\_\_  
\_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

\_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_

CONTACT FAX:

\_\_\_\_\_

CONTACT E-MAIL ADDRESS:

\_\_\_\_\_

Are you a private employment agency or staffing agency? ☐ YES ☐ NO

**JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)**

**POSITION TITLE:**

---

**NUMBER OF POSITIONS AVAILABLE:** \_\_\_\_\_ **TARGET START DATE:** \_\_\_\_\_

**WEEKLY WORK HOURS:**    20-30 hours ☐    30-40 hours ☐    Other ☐

**SPECIFIC WORK SCHEDULE:**

**SALARY RATE(OR RANGE):**

PERM ☐    TEMP ☐    TEMP-TO-PERM ☐    SEASONAL ☐

**PUBLIC TRANSPORTATION ACCESSIBILITY**    YES ☐    NO ☐

**IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:**

☐ CREDIT   ☐ DRUG   ☐ MVR   ☐ BACKGROUND   ☐ OTHER \_\_\_\_\_

**Please return form to:**

**Business Relations Unit (First Source)**

**774 Jordan Lane Bldg. #4**

**Decatur, Ga. 30033**

**Phone: (404) 687-3400**

**[FirstSourceJobs@dekalhcountyga.gov](mailto:FirstSourceJobs@dekalhcountyga.gov)**

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**CERTIFICATE OF CORPORATE BIDDER**

I, \_\_\_\_\_ (*insert name of the Corporate Secretary*), certify that I am Secretary of the corporation named as Bidder herein, same being organized and incorporated to do business under the laws of the State of \_\_\_\_; that \_\_\_\_\_ (*insert name of individual signing the Bid*) who executed this Bid on behalf of the Bidder was, then and there, \_\_\_\_\_ (*insert title of individuals signing the Bid*) and that said Bid was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all outstanding stock of said corporation as of this date are as follows:

---

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This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_ (Corporate Seal) Secretary

**CERTIFICATE OF AUTHORITY – JOINT VENTURE**  
**(Separate Certificate to be submitted by each joint venture partner)**

I, \_\_\_\_\_, <sup>(1)</sup> certify that:

1. I am the \_\_\_\_\_ <sup>(2)</sup> of \_\_\_\_\_, <sup>(3)</sup> (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Invitation to Bid or Request for Proposal No. \_\_\_\_\_ for \_\_\_\_\_ (insert Project Name);
3. Venturer is organized and incorporated to do business under the laws of the State of \_\_\_\_\_; and
4. Said Invitation to Bid or Request for Proposal No. \_\_\_\_\_ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

---

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This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Signature of Person Executing Certification

**INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:**

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

**COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.**

**BIDDER'S AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §13-10-91**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10- 91, as amended, stating affirmatively that the Bidder submitting a Bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program, commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The undersigned further verifies that it will continue to use the federal work authorization program for the Contract Term, and it will only contract with Subcontractors who have registered for the federal work authorization program. The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on\_\_\_\_\_,\_\_\_\_, 20\_\_ in\_\_\_\_\_(city),\_\_\_\_\_(state).

By:\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_ day of\_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

### Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

#### DeKalb County Toddler Pool Conversions

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on

\_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_ Signature  
of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the Principal) and \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the Surety), a corporation chartered and existing under the laws of the State of \_\_\_\_\_ with its principal offices in the City of \_\_\_\_\_ and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto DeKalb County, Georgia, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of DeKalb County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Bid for ITB 16-100 DeKalb County Toddler Pool Conversions.

WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within sixty (60) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the

insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid DeKalb County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL**

By: \_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_(SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:

\_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF DEKALB

**CONTRACTOR AFFIDAVIT AND  
OATH OF SUCCESSFUL BIDDER**

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, \_\_\_\_\_, (insert name), who, after being duly sworn, deposes as follows:

I, \_\_\_\_\_, (insert name), am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, \_\_\_\_\_ (insert name) swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a proposal for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Print Title of Affiant

Subscribed and Sworn before me on this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

\_\_\_\_\_

## **IMPORTANT SUBMITTAL DOCUMENTS CHECKLIST**

***The checklist below is only intended to assist the Bidder with the bid submittal process. It is the responsibility of each Bidder to make certain that he (1) has read the instructions, (2) understands the terms, conditions and the requirements specified in the Invitation to Bid.***

1. Acknowledgement of Bidder
2. Business License
3. Utility License
4. General Contractor's License
5. Addendum(s) – If any
6. Certificate of Corporate Bidder Form
7. Certificate of Authority – Joint Venture (If applicable)
8. Bid Bond Form
9. Contractor Reference and Release Form
10. Subcontractor Information Form
11. Subcontractor Reference and Release Form
12. Local Small Business Enterprise Ordinance (LSBE) Exhibit A and B
13. Bidder's Affidavit of Compliance
14. First Source Jobs Ordinance Form
15. Contractor Affidavit
16. Bidder's Lump Sum Price Form
17. Bidder's Unit Price Form

### **STATEMENT OF "NO BID"**

If your company will not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "NO BID" Sheet and return, prior to the Bid Due Date established within, to:

The DeKalb County Government  
Department of Purchasing and Contracting  
1300 Commerce Drive  
Decatur, GA 30030

This information will assist the County in the preparation of future Bids.

**ITB No.:** 16-100702    **Title:** DeKalb County Toddler Pool Conversions

Company  
Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

✓	<b>Reasons for "NO BID":</b>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

**Comments:**


**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Exhibit 1

## **CONTRACT FOR SERVICES**

**BETWEEN  
DEKALB COUNTY, GEORGIA  
AND**

**INVITATION NO.**  
**16-100702**

**DEKALB COUNTY, GEORGIA**  
**1300 Commerce Drive**  
**Decatur, Georgia 30030**

**STATE OF GEORGIA**

**COUNTY OF DEKALB**

**ANNUAL CONTRACT FOR SERVICES**

**THIS CONTRACT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_<sup>1</sup>, (hereinafter called the “execution date”) by and between, **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “County”) and \_\_\_\_\_, a \_\_\_\_\_ organized pursuant to the laws of the State of \_\_\_\_\_ (hereinafter called the “Contractor”).

**I. SCOPE OF WORK**

- A. The term “Work” means the labor, equipment, tools, machinery, testing, temporary services, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other tools necessary to provide the County with the services in strict conformity with the General Requirements attached hereto as Attachment A, and as described in the Specifications included in the Bid Document Package. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.
- (1) The Work relates to the following Project:
- B. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use or operation by the County. The Contractor shall be responsible for the entire Work and every part thereof.



## **II. TIME, TERM AND LIQUIDATED DAMAGES**

- A. **Contract Time.** The Contractor shall commence the Work under this Contract within ten (10) days from the date on the Notice to Proceed. Contractor shall fully complete the Work within one hundred eighty (180) days from and including the date on the Notice to Proceed. If the Change Order only seeks to extend the Contract Time, it may be approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.
- B. **Contract Term.** This Contract shall terminate without further obligation on the part of the County, with no further renewals, on May 31, 2017, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.
- C. **Liquidated Damages.** The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate. Contractor shall pay liquidated damages of Four Hundred Dollars and Zero Cents (\$400.00) for each day that Substantial Completion of the Work is delayed past the Contract Time. The Contractor agrees that the foregoing rate is a reasonable pre-estimate of the probable damages that the County will suffer if Substantial Completion is delayed, and said daily rate is intended to compensate the County for its damages and is not intended to penalize the Contractor for its delay. The County may deduct such liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Contract. Any liquidated damages not deducted from any unpaid amounts due the Contractor are payable to the County at the County's demand, together with interest from the date of the demand at a rate equal to seven percent (7%) per annum.

## **III. PAYMENT**

- A. **Contract Price.** As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this

Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of \_\_\_\_\_ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

- B. **Retainage and Partial Payments.** Partial payments to the Contractor shall be made monthly, based on the value of Work completed as determined by the County, plus the value of materials and equipment suitably stored, insured and protected at the construction site. The Contractor shall submit a payment request for Work completed during the preceding calendar month to the Architect, using AIA G703 Schedule of Values, with copy to Project Manager. The Architect will review and either Certify or reject payment request. If certified, the Architect will subsequently recommend to the County Project Manager that the payment is appropriate for the work completed. The County Project Manager will then review and recommend payment to the Facilities Management Department Director. If approved by the Project Manager or Designated Representative, the approved amount, less retainage, shall be paid to the Contractor thirty (30) days after the date the approved payment request is received by the County Finance Department. If a payment request is not approved by the County, then no payment shall be made to the Contractor until after the Project Manager or Designated Representative approves the payment request. The amount of retainage shall be as follows:

- (1) Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;
- (2) When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the County, and there are no outstanding claims by the Contractor, Subcontractors, lower tier subcontractors, as that term is defined by state law, or Suppliers, the withholding of retainage shall be discontinued.
- (3) If after discontinuing retainage, the County determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of

each request for payment may be resumed. When the Work has reached Substantial Completion and the County determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment of retainage within thirty (30) days. If minor items remain incomplete at that time, an amount equal to two hundred percent (200%) of the value of each item, as determined by the County, shall be withheld until such items are completed.

- (4) The Contractor shall within ten days from the Contractor's receipt of each payment from the County pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County. The Subcontractor shall, within ten days from the Subcontractor's receipt of payment, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.
- (5) Contractor and County agree to abide by all applicable provisions of Georgia state law concerning retainage, including but not limited to O.C.G.A. § 13-10-80 and 13-10-81. If the terms of this contract concerning retainage conflict with state law, state law governs.

**C. Payment Requests and Invoices.** Payment Requests and invoice(s) must be submitted as follows:

- (1) Original(s) must be submitted to:  
A / E
- (2) A copy must be submitted to:  
DeKalb County Government  
Facilities Management Department  
Attn: Dulce M. Guzman, (404) 687-3552  
330 W. Ponce De Leon Avenue, 4<sup>th</sup> Floor  
Decatur, GA 30032
- (3) A copy must be submitted with completed Prime Contractor Local Small Business Enterprise ("LSBE") Utilization Report and LSBE Subcontractor Report to:  
  
Contract Compliance Division  
DeKalb County Department of Purchasing & Contracting  
1300 Commerce Drive, 2nd Floor  
Decatur, Georgia 30030

- D. **Title.** All equipment, materials, and Work covered by partial payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and Work upon which payments have been made, or the restoration of any damaged Work.
- E. **Final Payment.** Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final cleanup and restoration. Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. All claims by the Contractor for breach of contract, violation of state or federal law, or compensation and extensions of time shall be submitted in writing to the Chief Executive Officer within sixty (60) days after completion and acceptance of the Work as herein provided, or all such claims shall be forever barred.

#### **IV. NOTICE**

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the County:**

Chief Executive Officer  
The Maloof Center  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

and

Executive Assistant  
The Maloof Center  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting

The Maloof Center  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to: Director of Facilities Management Department  
330 W. Ponce De Leon Ave., 4<sup>th</sup> Floor  
Decatur, GA 30030

With a copy to: A / E

**If to the Contractor:**

With a copy to: *(Insert Contractor name and address)*

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**V. FEDERAL WORK AUTHORIZATION**

- A. Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- B. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule.
- C. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B.
- D. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C.
- E. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

## **VI. CORPORATE AUTHORITY**

- A. Contractor agrees to execute the Certificate of Corporate Authority, attached hereto as Attachment E. The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. Contractor warrants that it has all requisite power and authority to enter into and perform its obligations under this Contract, and that the execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract (i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is the valid, legal, binding and enforceable obligation of the Contractor.

## **VII. PERFORMANCE AND PAYMENT BONDS AND INSURANCE REQUIREMENTS**

- A. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, shall give a Contract performance bond, attached hereto as Attachment F and a payment bond, attached hereto as Attachment G, each in the amount of \$\_\_\_\_\_, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.* The bonds shall be underwritten by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. The life of these bonds shall extend throughout the Contract Term including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of Work performed under this Contract. The bonds shall issue on the forms provided by the County as part of this Contract.
- B. It is further agreed between the parties hereto that if at any time after the execution of this Contract and the surety bonds, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its sole expense and within five (5) days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.

C. The Contractor shall, without expense to the County, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the County Finance Director or his/her designee, attached hereto as Attachment H. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

- (1) *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:

Employer's liability insurance by accident, each accident	\$1,000,000
Employer's liability insurance by disease, policy limit	\$1,000,000
Employer's liability insurance by disease, each employee	\$1,000,000

- (2) *Commercial General Liability Insurance.* Commercial general liability insurance is to be provided with limits not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage liability
\$1,000,000 personal and advertising injury liability
\$2,000,000 general aggregate
\$2,000,000 products-completed operations aggregate
\$ 100,000 damage to rented premises (each occurrence)
\$ 5,000 medical expense (any one person)

- (3) *Umbrella or Excess Insurance.* Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence
\$5,000,000 aggregate

- (4) *Comprehensive Automobile Liability Insurance.* Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile, including those owned, hired or otherwise operated

or used by or on behalf of Contractor. The policy must include Broadened Pollution Liability Endorsement CA9948 12 93.

- (5) *Builder's Risk Insurance Coverage (If Applicable)*. DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:	
Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

- D. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- E. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.



- F. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
- G. In addition to procuring and maintaining commercial general liability insurance, automobile liability and commercial umbrella insurance, for the Contract Term, Contractor shall continue to procure and maintain the products-completed operations liability insurance coverage and commercial umbrella insurance after the Work is substantially complete for the entire Contract Term or for the applicable five-year statutory limitation, whichever is greater. For such period of time, all terms and conditions of such coverage shall remain unchanged, including the limits specified herein and the requirement to provide the County with coverage as an additional insured.
- H. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.
- I. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage.
- J. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

## **VIII. CERTIFICATES OF INSURANCE**

- A. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- B. The Contractor agrees to name the County and its officers as additional insured on the commercial general liability insurance, using the ISO Additional Insured Endorsement forms CG20101001 (ongoing operations) and CG20371001 (products-completed operations) forms, or form(s) providing equivalent coverage.
- C. Certificates of Insurance must contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract; the location and operations to which the insurance applies. Certificates must be provided annually for the duration of the project. If applicable, a specific statement must be included that blasting coverage is included to the extent such risk is present; that Contractor's protective

coverage applies to any Subcontractor's operations; and Contractor's contractual liability insurance coverage applies to any Subcontractor.

- D. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- E. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in the Work.
- F. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.
- G. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- H. Such certificates should be sent to the County and must identify the "Certificate Holder" as follows:

DeKalb County, Georgia  
Director of Purchasing & Contracting  
The Maloof Center  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

- I. Copies of Required Insurance policies with Declarations Page(s) shall be attached hereto as Attachment H.

#### **IX. ATTACHMENTS**

- A. This Contract includes the following Attachments all of which are incorporated herein by reference:

Attachment A, General Requirements, GR-1 through GR-45.

Attachment B, Contractor's Affidavit.

Attachment C, Subcontractor's Affidavit(s).

Attachment D, Sub-subcontractor's Affidavit(s).

Attachment E, Certificate of Corporate Authority or Joint Venture Certificates

Attachment F, Performance Bond and Accompanying Power of Attorney

Attachment G, Payment Bond and Accompanying Power of Attorney

Attachment H, Copies of Required Insurance policies with Declarations Page(s)

Attachment I, Copy of Cost Proposal / Bid Form

Attachment J, HB 599 Compliance: Right-to-Audit

Attachment K, Executive Order No.: 2014-4

- B. In addition to the foregoing, the Bid Documentation Package date December 28, 2015, the original of which is maintained in the County's Department of Purchasing and Contracting, forms an essential part of this Contract as if fully set herein.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives.

**NAME OF CONTRACTOR**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
DeKalb County  
Department Director

\_\_\_\_\_  
by **Dir.**(SEAL)

LEE MAY  
Interim Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
BARBARA H. SANDERS, CCC  
Clerk of the Chief Executive Officer  
and Board of Commissioners of  
DeKalb County, Georgia

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name  
(Typed or Printed)

## ATTACHMENT A

### GENERAL REQUIREMENTS

#### INDEX TO GENERAL REQUIREMENTS

<u>Section</u>	<u>Title</u>
GR-1	Definitions of Terms .....
GR-2	Prior Use by County.....
GR-3	Contractor's Obligations .....
GR-4	Authority of the County .....
GR-5	Changes in the Work and Change Orders .....
GR-6	Time for Completion.....
GR-7	Schedules, Reports, and Records .....
GR-8	County's Right to Suspend or Terminate Work .....
GR-9	Final Inspection .....
GR-10	Warranties, Guarantees and Correction of Work.....
GR-11	Contractor's Personnel and Independent Contractor Status .....
GR-12	Subcontracting .....
GR-13	Assignments .....
GR-14	Indemnification and Hold Harmless .....
GR-15	Royalties and Patents .....
GR-16	Laws and Regulations .....
GR-17	Permits and Inspection Fees.....
GR-18	Land and Rights-of-Way.....
GR-19	Protection of Work, Property, and Persons.....
GR-20	Prohibited Interests .....
GR-21	First Source Jobs Ordinance .....
GR-22	Foreign Corporations .....
GR-23	Specification and Drawings .....
GR-24	Contractor's Submittals .....
GR-25	As-Built Drawings .....
GR-26	Examination of Work by Contractor.....
GR-27	Inspection and Testing of Materials.....
GR-28	Inspection of Work .....
GR-29	Requests for Substitutions.....
GR-30	Rejections of Work and Materials .....
GR-31	Materials, Services, and Facilities .....
GR-32	Utilities During Construction.....
GR-33	Temporary Heat and Air Conditioning .....
GR-34	Maintenance Manual.....
GR-35	Weather Conditions .....
GR-36	Lines, Grades, and Measurements .....
GR-37	Cleaning Up .....

GR-38	Barricades .....
GR-39	No Third-Party Beneficiary.....
GR-40	Severability .....
GR-41	Interpretation.....
GR-42	Prior Contracts; Conflict in Documents.....
GR-43	Entire Agreement.....
GR-44	Counterparts.....
GR-45	Venue .....

## **GR-1. DEFINITIONS OF TERMS**

The section captions contained in this Contract are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Contract as a whole, inclusive of the Attachments, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires. The following terms shall have the meanings indicated:

“Addendum” or “Addenda” shall mean written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the Work, or the Invitation to Bid by additions, deletions, clarifications, or corrections.

“Bid” shall mean the offer of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

“Bid Document Package” shall consist of documents entitled as follows: Acknowledgement of Contractor, Advertisement for Bids, Instructions to Bidders, Addenda, Business License, Utility Systems Contractor’s License, Utility Manager’s Certificate, Utility Foreman’s Certificate, General Contractor’s License, Bidder’s Lump Sum Cost, Bidder’s Unit Price, First Source Jobs Ordinance Acknowledgment, LSBE Program Information Sheet with LSBE Exhibits, Certificate of Corporate Bidder, Certificate of Authority/Joint Venture, Bidder’s Affidavit of Compliance with O.C.G.A.13-10-91, Reference and Release Form, Preferred Employee Tracking Form, Subcontractor Tracking Form, Bid Bond and Power of Attorney, Public Works Construction Affidavit and Oath of Successful Bidder, Technical Specifications, and Drawings.

“Bidder” shall mean any person, firm, or corporation submitting a Bid for the Work.

“Bonds” shall mean bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract.

“Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, if applicable, and an adjustment in the Contract Price, Contract Time or Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract.

“Contract” or “Agreement” shall consist of the written Contract executed by the parties, all attachments to the Contract, Change Orders, Field Orders, and the Bid Document Package. The intent of these documents is for the Contractor to furnish all materials, appliances, tools, labor and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore.

“Contract Price” shall mean the total monies payable to the Contractor under the terms and conditions of the Contract.

“Contract Time” shall mean the number of days stated in the Contract for the completion of the Work.

“Contract Term” shall mean the length of time the Contract shall remain in effect.

“Contractor” or “General Contractor” shall mean the individual, firm, joint venture or corporation undertaking the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees.

“County” shall mean DeKalb County, Georgia.

“Day(s)” shall mean calendar day(s).

“Drawings” shall mean the part of the Contract which shows, largely through graphical presentation, the characteristics and scope of the Work to be performed and which have been prepared or approved by the County. The Drawings are included in the Bid Document Package.

“Field Order” shall mean a written order issued by an authorized County official/employee to the Contractor during construction effecting a change in the Work by authorizing an addition, deletion, or revision in the Work within the general scope of the Work not involving an adjustment in the Contract Price or a change to the Contract Time or Term. No Field Order shall be valid or effective unless it is signed by the County employee(s) who has been authorized in writing by the Chief Executive Officer or his/her designee to execute Field Orders.

“Notice of Award” shall mean a written notice of the acceptance of the Bid from the County to the successful Bidder.

“Notice to Proceed” shall mean a written communication issued by the County authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work. The effective date of the Notice to Proceed shall be the date set forth on the Notice to Proceed.

“Project” shall mean the undertaking to be performed as provided in the Contract.

“Shall” is mandatory; “may” is permissive.

“Specifications” or “Technical Specifications” shall mean a part of the Contract consisting of written descriptions of a technical nature regarding materials, equipment, construction systems, standards, and workmanship specified for this Project.

“Subcontractor” shall mean any person, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

“Submittals” shall mean all shop drawings, diagrams, illustrations, brochures, schedules, samples, and other data which are prepared by the Contractor, a Subcontractor, manufacturer,



Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“Substantial Completion” or “Substantial Completion of the Work” shall mean that date determined by the County when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract, so that the Project or stipulated part can be fully utilized for the purposes for which it is intended.

“Superintendent” shall mean the Contractor’s authorized on-the-job representative designated in writing by the Contractor prior to commencement of any work.

“Supplier” shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

“Work” shall have the meaning assigned to that term in the article in the Contract entitled Scope of Work.”

## **GR-2. PRIOR USE BY COUNTY**

Prior to completion of the Work, the County may take over operation and/or use of the Project or portions thereof. Such prior use of facilities by the County shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract.

## **GR-3. CONTRACTOR’S OBLIGATIONS**

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and all things necessary or proper to perform and complete all the Work within the time herein specified and in accordance with the provisions of this Contract, the Specifications, the Drawings, and any and all supplemental drawings pertaining to the Work. Contractor shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations imposed by the Contract and local ordinances, and state and federal laws; and shall do, carry on, and complete the entire Work.

## **GR-4. AUTHORITY OF THE COUNTY**

- A. The Contractor shall perform all of the Work under the general direction, and to the entire satisfaction, approval, and acceptance of the County. The County shall decide all questions relating to measurements of quantities, the character and

acceptability of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of the Drawings and the Specifications will be decided by the County.

- B. The approval of the County of any materials, plant, equipment, Drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.
- C. Whenever in this Contract, the words “directed,” “required,” “permitted,” “ordered,” or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, “approved,” “acceptable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, or satisfactory to the County.

#### **GR-5. CHANGES IN THE WORK, FIELD ORDERS, AND CHANGE ORDERS**

- A. All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Field Order or Change Order in all cases. No verbal instruction or order will be regarded as a basis for a claim for extra compensation or time.
- B. If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the County before making the change. If the Contractor fails to make such request, no excuse will be entertained thereafter for Contractor’s failure to carry out the Work in the required manner and to provide required guarantees, warranties, and Bonds, and Contractor shall not be entitled to any change in the Contract Price, Contract Time or the Contract Term.
- C. The County may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such Field Order entitles the Contractor to a change in Contract Price, Time, and/or Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order.

- D. The County may at any time order changes within the scope of the Work without invalidating the Contract.
- E. No claims for extra cost or time will be considered based on an escalation of prices throughout the Contract Term. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one of the following methods in the order of precedence listed below.
  - (1) Unit prices previously approved.
  - (2) An agreed lump sum.
  - (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the changed Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent (15%) of the actual cost of such work to cover the cost of general overhead and profit.
- F. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct or indirect costs associated with such change and any and all adjustment to the Contract Price and the construction schedule. In the event a Change Order increases the Contract Price, Contractor must include the Work covered by such Change Orders in requests for payment as if such Work were originally part of the Contract.

#### **GR-6. TIME FOR COMPLETION**

- A. The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract.
- B. The Contractor agrees that the Work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will insure its full completion thereof within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
- C. If extraordinary adverse weather conditions are the basis for a claim for additional time, such claim shall be supported by the attachment of records of the National Oceanic and Atmospheric Administration showing meaningful variances from historic trends thereby substantiating the fact that weather conditions were

abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities. The Contractor shall be entitled to an extension of the Contract Time only for extraordinary adverse weather conditions that unavoidably delay activities scheduled at that time, and then only for the number of days of delay which are due solely to such extraordinary adverse weather conditions. The Contractor is not entitled to any costs associated with extraordinary adverse weather conditions.

- D. The County shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of delays, regardless of cause. The sole remedy against the County for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be based on actual and unavoidable delay.

#### **GR-7. SCHEDULES, REPORTS, AND RECORDS**

- A. The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the County may request concerning the Work performed or to be performed. The Contractor shall also submit a schedule of payments that he anticipates earning during the course of the Work.
- B. That Contractor shall coordinate and hold a meeting with its major Subcontractors and the County to discuss the Project schedule. Such meeting shall be held prior to Commencement of the Work under this Contract, but in no event later than ten (10) days after execution of this Contract by all parties. At that meeting, the Contractor shall present a draft Project schedule, and the Contractor and its Subcontractors shall, in collaboration with the County, assist in the preparation of a detailed and specific construction schedule. The Contractor shall be responsible for preparing and updating such schedule, which shall be complete in all respects and shall, when approved by the County, become the Construction Schedule and be automatically incorporated into the Contract and shall not be changed without the prior written consent of the County. The Construction Schedule shall not exceed the Contract Time, shall be revised and updated at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract, shall utilize Critical Path Method (CPM) software that is compatible with County software, and shall provide for expeditious and practicable execution of the Work. The Construction Schedule shall be cost-loaded.
- C. The Construction Schedule shall, in such detail as the County may require, show the order in which Contractor will carry on the Work, including dates on which the various parts of the Work will start, and the estimated date of completion of each part. It shall also depict all requisite shop drawing submittals and approvals,

manufacturing, fabrication, the installation of materials, supplies and equipment, testing, start-up, training, and Schedule of Values.

- D. The Contractor shall prepare and keep current, for the County's approval, a schedule of submittals which is coordinated with the Construction Schedule and allows the County reasonable time to review submittals. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the County.
- E. In the event the County determines that the performance of the Work has not progressed or reached the level of completion required by the Contract, the County will have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures must continue until the progress of the Work complies with the stage of completion required by the Contract and the Construction Schedule. The County's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule. The Contractor is not entitled to an adjustment in the Contract Price for undertaking Extraordinary Measures required by the County. The County may exercise the rights furnished the County under or pursuant to this paragraph as frequently as the County deems necessary to ensure that the Contractor's performance of the Work will comply with the completion date set forth in the Contract as the Contract Time.

#### **GR-8. COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK**

- A. *Termination for Convenience.* County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination.
- B. *Termination for Default.* If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to

any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

- C. If Contractor's services are terminated by the County pursuant to paragraph A or B in this General Requirement, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.
- E. Except as otherwise provided in this General Requirement, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- F. The parties' obligations pursuant to this General Requirement shall survive any Acceptance of Work, or expiration or termination of this Contract.

#### **GR-9. FINAL INSPECTION**

Upon notice from the Contractor that the Work is completed, the County shall make a final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the County may discover. At no cost to the County, the Contractor shall immediately make such alterations as are

necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

#### **GR-10. WARRANTIES, GUARANTEES AND CORRECTION OF WORK**

- A. The Contractor warrants to the County that materials and equipment furnished under the Contract will be new and of good quality, unless otherwise required or permitted by the Contract; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The County, in its sole discretion, may exclude from the Contractor's warranty; remedies for damage or defect which the County determines were caused by abuse; modifications not executed by the Contractor; improper or insufficient maintenance; improper operation; and normal wear and tear and normal usage.
- B. Upon the completion of the Work, and as a condition of final payment, the Contractor shall guarantee in writing that all Work has been accomplished in conformance with the Contract. If required by the County, the Contractor shall also furnish additional satisfactory evidence as to the kind and quality of materials and equipment.
- C. The Contractor shall promptly, and in no event later than 48 hours after receiving written demand from the County, remedy any error, omission, defect, or non-compliance in the Work discovered by the County during construction or at any time thereafter until one year after the final completion of the Work. Nothing herein shall be deemed to shorten any statutory period of limitation otherwise applicable to any legal action by the County against the Contractor.
- D. Contractor shall pay for any damage caused by any omission or defect in the Work, including without limitation, any damage to other improvements or facilities. In the event that the Contractor should fail to timely make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so, and charge the Contractor the cost thereby incurred.
- E. All warranties and guaranties shall extend for the greatest of one (1) full year commencing on the dates of Substantial Completion of the Project or such longer period of time as is required by the Contract. The one (1) year period shall be extended with respect to portions of the Work first performed after Substantial Completion for a period of one (1) year after the actual performance of the Work. If any defect or deviation should exist, develop, be discovered or appear within such one (1) year period, the Contractor, at its sole cost and expense and immediately upon demand, shall fully and completely repair, correct, and eliminate such defect. The foregoing warranties and guarantees are cumulative of

and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. No one or more of the warranties contained herein shall be deemed to alter or limit any other. The Performance Bond shall remain in full force and effect throughout the applicable guarantee period set forth in this paragraph.

- F. Neither the final payment nor any provision of the Contract, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work that is not in accordance with the Contract or relieve the Contractor of liability for incomplete or faulty materials or workmanship.
- G. All manufacturer warranties and guarantees shall be delivered to the County prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion. Before final payment, the Contractor shall assign and transfer to the County all guarantees, warranties and agreements from all contractors, Subcontractors, vendors, Suppliers, or manufacturers regarding their performance, quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the County, and that upon final completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the County in accordance with their terms. Contractor's obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

#### **GR-11. CONTRACTOR'S PERSONNEL AND INDEPENDENT CONTRACTOR STATUS**

- A. The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to the start of the Work. If approved by the County, the Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as the Superintendent, unless approved by the County prior to being named Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.



- B. The Contractor shall not change key members of its staff without the prior consent of the County, unless such staff members prove to be unsatisfactory to the Contractor and cease to be in its employ. If the Contractor intends to change a key staff member (defined as certain full-time personnel stationed at the site including Project Manager, Superintendent, Project Engineer, Assistant Project Manager, Assistant Superintendent, or Assistant Project Engineer) it shall give the County written notice at least fifteen (15) days prior to the intended change. The written notice shall include a description of qualifications for the new proposed key staff member. The County shall have the right to approve or disapprove the proposed key staff member.
- C. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him.
- D. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

#### **GR-12. SUBCONTRACTING**

- A. The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless
  - 1. The Work and the Subcontractor proposed to perform it have been declared in the Bid to the Contract; or
  - 2. The Contractor shall have obtained advance written approval from the County.
- B. The Contractor further understands and agrees that any work on this Project, which the Contractor secures in violation of this General Requirement, shall be deemed a donation from the Contractor for which the County shall not be

obligated to pay. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County. Upon request, Contractor shall provide the County with copies of each of its contract(s) and amendments with each Subcontractor.

- C. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

### **GR-13. ASSIGNMENTS**

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract.

### **GR-14. INDEMNIFICATION AND HOLD HARMLESS**

- A. The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this General Requirement as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnatee against claims, actions, or expenses based upon or arising out of the County Indemnatee’s sole negligence.
- B. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or

Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury.

- C. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense.
- D. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.
- E. The parties agree that Contractor shall be liable for all fines or civil penalties, which may be imposed by any local, federal or state department or regulatory agency that are a result of Contractor's performance of the Work under this Contract. Contractor shall pay the costs of contesting any such fines. The parties' obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

#### **GR-15. ROYALTIES AND PATENTS**

The Contractor shall hold and save the County and its elected officials, officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract.

#### **GR-16. LAWS AND REGULATIONS**

- A. The Contractor's attention is directed to the fact that all applicable federal, state, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall keep itself and its employees and Subcontractors fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or

authority over same. If Contractor discovers any discrepancy or inconsistency in this Contract or in the Drawings or Specifications in relation to any such law, regulation, ordinance, order, or decree, Contractor shall promptly report the same, in writing, to the County. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any all damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Contractor or its employees or Subcontractors.

- B. Contractor shall not discriminate against any person in its operations, activities or performance of Work under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, national origin, physical or mental disability, or political affiliation. Contractor shall maintain a Drug Free Workplace.

#### **GR-17. PERMITS AND INSPECTION FEES**

- A. Permits shall be secured by the Contractor, and inspections will be required, but the County will not charge the Contractor for permits and inspections obtained from the County. The Contractor shall secure and pay for any permits and inspection fees required by any other governmental entity or agency.
- B. Prior to execution of this Contract, Contractor shall provide the County with a copy of its current, valid business license. If Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. Contractor shall provide the County with copies of all other required licenses, certifications and permits for the Contractor and/or all of Contractor's employees, personnel, agents or Subcontractors performing services that require licensure by the federal government, the State of Georgia, or the County. Contractor hereby warrants and represents that at all times during the Contract Term it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services required by this Contract.

#### **GR-18. LAND AND RIGHTS-OF-WAY**

Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct his work in accordance with requirements thereof, including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity, even though such requirements may exceed or be more stringent than that

otherwise required by the Contract, and shall compensate the County fully for any loss or expense arising from failure of the Contractor to perform as required by such entity. The Contractor shall provide, at its own expense without liability to the County, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

#### **GR-19. PROTECTION OF WORK, PROPERTY, AND PERSONS**

- A. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Project and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and the safety and protection of the Work, the public and adjoining property.
- C. If existing utilities or structures are indicated by the Contract, no warranty is made as to the accuracy or completeness of such indication or the information provided regarding such utilities or structures. The Contractor shall comply with all applicable state law concerning the marking and location of existing utilities. The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures, which may be affected by the Work, using whatever means may be appropriate, and shall verify the nature and condition of such utilities and structures. The Contractor shall mark the location of existing utilities and structures, if they are not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. Contractor shall notify the County promptly of discovery of any conflict between the Contract and any existing facility.
- D. All existing utilities, both public and private, including but not limited to, sewer, gas, water, electrical, and telephone services, shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Contractor's activities in this regard.

- E. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Contractor, upon notification to the County, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra work shall be submitted to the County within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.

#### **GR-20. PROHIBITED INTERESTS**

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

#### **GR-21. FIRST SOURCE JOBS ORDINANCE**

The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry.

#### **GR-22. FOREIGN CORPORATIONS**

In the event the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Georgia Secretary of State as its agent for service of all legal process for the purposes of this Contract only.

#### **GR-23. SPECIFICATIONS AND DRAWINGS**

- A. The Specifications, the Drawings and the Contract shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.

- B. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- C. Any discrepancies found between the Drawings and Specifications and site conditions, or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the County, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
- D. Upon award of the Contract, the Contractor will be supplied, free of charge, up to three complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.
- E. The Contractor shall furnish, with reasonable promptness, all samples as directed by the County for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract. The Work shall be in accordance with approved samples.
- F. The County may, without changing the scope of the Work, furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract. The additional drawings and instructions thus supplied will become a part of the Contract. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- G. Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mentioned therein, or indications on the Drawings of articles, materials, operations, or methods, requires that the Contractor:
  - (1) Provide each item mentioned and indicated of a quality or subject to qualifications noted;
  - (2). Perform according to conditions stated, each operation prescribed; and
  - (3) Provide therefore all necessary labor, equipment, and incidentals.
- H. For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the County an arbiter to establish limits for the contracts between the Contractor and Subcontractors.

- I. Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the Contractor is responsible to the County for the entire Contract and the execution of all Work referred to in the Contract.

#### **GR-24. CONTRACTOR'S SUBMITTALS**

- A. The Contractor shall submit all Submittals to the official or employee so designated by the chief executive officer all Submittals as required under the Specifications and in such time and manner that will allow at least ten (10) days for the County's review, pursuant to the Construction Schedule. No portion of the Work shall commence until all Submittals relating to such portion have been approved by the County.
- B. The approved Drawings will be supplemented by such shop drawings as are needed to adequately control the Work. Shop Drawings, product data, samples and other Submittals are not parts of the Contract. The purpose of their submittal is to demonstrate for those portions of the Work for which Submittals are required by the Contract, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract. Informational Submittals, upon which a County employee, the Architect or Engineer, if retained by the County in connection with the Project, is not expected to take responsive action, may be so identified in the Contract. Submittals which are not required by the Contract may be returned by the County without action. The approval of a Submittal shall not authorize any deviation from or alteration of the Drawings or Specifications absent a Change Order or Field Order.
- C. Shop drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the execution of the Work.
- D. Drawings for false work, centering, and form work may also be required per the Specifications and in such cases shall be likewise subjected to approval unless approval is waived.
- E. The County's review will be within reasonable promptness as to cause no delay in the Work. Approval of the Contractor's Submittals does not relieve the Contractor of any responsibility for accuracy of dimensions and details or from otherwise ensuring that the Work complies with the requirements of the Contract. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of Submittals with the Drawings and Specifications. The County will review and approve or take other appropriate action upon the Contractor's Submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or



performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract. The County's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The County's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- D. It is the responsibility of the Contractor to check all Submittals before same are submitted to the County for approval. Submittals which have not been checked and approved by the Contractor will not be reviewed by the County.
- E. Submittals shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the Submittals and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Submittals be accepted from anyone other than the Contractor.
- F. The Contractor shall furnish the County with at least six copies of all Submittals for approval. Two finally approved copies will be returned to the Contractor for his use. The Contract Price shall include the cost of furnishing all Submittals and the Contractor will be allowed no extra compensation for such drawings.
- G. The approval of such Submittals shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the County has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Submittals. When the Contractor does call such deviations to the attention of the County, he shall state in writing whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.
- H. The Contractor shall prepare and maintain a log of all Submittals which includes, at a minimum, the submittal number, revision number, description, responsible company, proposed submittal date, date actually submitted, date approved, any comments received, approval status, and resubmittal information. The log shall be updated at least on a monthly basis and made available to the County for review upon request.

#### **GR-25. AS-BUILT DRAWINGS**

The Contractor shall maintain a red-lined set of drawings on site during the progress of the Work, indicating any Field Orders, Change Orders and the location of the portion of the Work or equipment actually installed. The Contractor shall, upon completion of the Work, furnish a marked set of reproducible drawings indicating any field changes and the location of Work as actually installed, if different from the requirements of the Contract, and deliver them to

the County in hard copy as well as an electronic copy compatible with the County's software and hardware system.

#### **GR-26. EXAMINATION OF WORK BY CONTRACTOR**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the configuration of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract.

#### **GR-27. INSPECTION AND TESTING OF MATERIALS**

Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work as required by the Specifications shall be made by the County, or bureaus, laboratories, or agencies selected by the County. The cost of such inspection and testing shall be paid by the Contractor unless County agrees to pay the cost. Materials and finished articles shall have passed the required tests prior to the incorporation of such materials and finished articles in the Work. The County may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

#### **GR-28. INSPECTION OF WORK**

- A. The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the County and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the County or its representative at the site of the Work shall not be construed to, in any manner, to relieve the Contractor of its responsibility for strict compliance with the provisions of the Contract.
- B. If the Drawings, Specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the County shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor, having secured all certificates of inspection, will deliver same to the County upon completion. If any Work should be covered up without approval or consent of the County, it shall, if required by the County, be uncovered for examination at the Contractor's expense. The recovering of such Work after inspection shall be at Contractor's expense.
- C. Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of

work, any materials and construction thereof, the decisions of the County shall be final and conclusive and binding upon all parties to the Contract.

- D. If the County determines that portions of the Work require additional testing, inspection or approval beyond the requirements of the Specifications, the County will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the County of when and where tests and inspections are to be made so that the County may be present for such procedures. Such costs, except as provided below, shall be at the County's expense.
- E. If such procedures for testing or inspection reveal failure of the portions of the Work to comply with requirements established by the Contract, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.
- F. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract, be secured by the Contractor and promptly delivered to the County or the Architect if one is retained by the County in connection with the Project. Tests or inspections conducted, pursuant to the Contract, shall be made promptly to avoid unreasonable delay in the Work.

#### **GR-29. REQUESTS FOR SUBSTITUTIONS**

- A. Requests for substitutions of proprietary products or of a particular manufacturer, vendor, or Subcontractor must be accompanied by the following documentation:
  - (1) Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;
  - (2) Reasons the substitution is advantageous or necessary, including benefits to the County and the Work in the event the substitution is acceptable;
  - (3) The adjustment, if any, in the Contract Price, in the event the substitution is acceptable;
  - (4) The adjustment, if any, in the Contract Term or Time and the construction schedule in the event the substitution is acceptable;
  - (5) An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified;

- (6) Proposals for substitutions must be submitted in triplicate to the County in sufficient time to allow the County no less than ten (10) working days for review; and
  - (7) No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.
- B. Substitutions and alternates may be rejected at the County's discretion without explanation and will be considered only under one or more of the following conditions:
  - (1) Required for compliance with interpretation of code requirements or insurance regulations then existing;
  - (2) Unavailability of specified products, through no fault of the Contractor; or
  - (3) Subsequent information discloses inability of specified products to perform properly or to fit in designated space;
  - (4) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and
  - (5) When in judgment of the County, that a substitution would be substantially to the County's best interests, in terms of costs, time, or other considerations.
- C. Whether or not any proposed substitution is accepted by the County, the Contractor must reimburse the County for any fees charged by the Architect or other consultants for evaluating each proposed substitute. By making requests for substitutions based on the above, the Contractor:
  - (1) Represents and warrants that the Contractor has personally investigated the proposed substitute product or Subcontractor and determined that it is equal or superior in all respects to the product or Subcontractor previously specified;
  - (2) Represents and warrants that the Contractor will provide the same warranty for the substituted product or for the workmanship of the substituted Subcontractor, as applicable, that the Contractor would have provided for the product or Subcontractor previously specified;
  - (3) Certifies that the cost data presented, in the form of certified quotations from Suppliers of both specified and proposed equipment is complete and includes all related costs under this Contract, but excludes costs under

separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

- (4) Agrees that the Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete and in accordance with the Contract in all respects.
- D. Contractor shall not propose an item for substitution unless it is equal to or superior to the specified item or items in construction, efficiency, and utility. The opinion of the County as to the equality or superiority of the item shall be final, and no substitute material or article shall be purchased or installed without the County's written approval.
- E. In case of a difference in price, the County shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the County with any savings to be obtained. However, the County shall not be charged for any additional cost in the case of a price increase.

#### **GR-30. REJECTIONS OF WORK AND MATERIALS**

- A. All Work that is defective or deviates from the Drawings or Specifications will be rejected. All rejected Work shall be replaced immediately with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the County. If rejected Work is not removed within forty-eight hours from the date of letter of notification, the County shall have the right and authority to stop the Work immediately and/or to arrange for the removal of said rejected Work at the cost and expense of the Contractor.
- B. Inspection of the Work shall not relieve the Contractor of any of its obligations, and defective Work shall be made good regardless of whether it has been previously inspected by the County and accepted or estimated for payment. The failure of the County to reject or condemn improper materials or workmanship shall not be considered as a waiver of any defect that may be discovered later.

#### **GR-31. MATERIALS, SERVICES, AND FACILITIES**

- A. The Contractor shall at all times employ sufficient labor and equipment for executing the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment shall constitute a default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work in accordance with accepted industry practices and within the Contract Time.

- B. Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
- C. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer. Contractor shall promptly notify the County of any conflict between the instructions of any manufacturer and the requirements of the Drawings or the Specifications.
- D. Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract. The source of supply for all such products shall be submitted to the County, together with detailed descriptions thereof in the form of samples, shop drawings, tests, or other means necessary to adequately describe the items proposed. Approval by the County of a manufacturer or supplier shall not constitute the approval of materials, supplies, or equipment obtained from such manufacturer or supplier if they do not comply with the requirements of the Contract. If, after trial or installation, it is found that sources of supply, even though previously approved by the County, have not furnished products meeting the intent of the Contract, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.
- E. The Contractor shall confine operations to areas permitted by law, ordinances, permits and the Contract, and shall not unreasonably encumber the site with materials or equipment. The Contractor shall provide parking for all construction vehicles only within the construction limits as indicated on the drawings or make appropriate arrangements as permitted by law.
- F. Only materials and equipment which are to be used directly in the Work may be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it must be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is the sole responsibility of the Contractor.
- G. The Contractor and any entity for which the Contractor is responsible must not erect any sign on the Project site without the prior written consent of the County, which may be withheld in the sole discretion of the County.
- H. Contractor must ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, and for emergency response to the site of the Work and all adjacent areas. The Work must be

performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work are free from debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract, Contractor must use its best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work, or the Project.

- I. Without prior approval of the County, the Contractor shall not permit any worker to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the County for such use. Without limitation of any other provision of the Contract, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the County in connection with the use and occupancy of the Project site, as amended from time to time. The Contractor shall immediately notify the County in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems that may be caused by such compliance and suggesting alternatives through which the results intended by such portions of the rules and regulations can be achieved. The County may, in the County's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements applicable to the use and occupancy of the Project site.
- J. Unless otherwise provided in the Contract, Contractor shall provide and maintain a suitable office on the site for its own use and for the use of representatives of the County. Contractor shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as he provides for his own use. Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County.
- K. Contractor may be required by the County, at the beginning of Work, to provide, at the Project site, suitable and adequate temporary toilets and enclosure for use of workers on the job, shall maintain same in sanitary condition, and shall remove same at the completion of construction operations and/or when directed by the County. Contractor shall not allow any sanitary nuisances to be committed in or about the site and shall enforce sanitary regulations of local and state health authorities.
- L. The Contractor shall cooperate with the County in any required use of the property and arrange for storage of materials on the Project site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to its Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials,

sheds, or storage platforms, the Contractor shall, at its own expense move same as and when directed by the County.

- M. Unless otherwise instructed by the County, the Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by the Contractor's performance of the Work. The County's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

#### **GR-32. UTILITIES DURING CONSTRUCTION**

Contractor shall furnish all utilities and pay for all bills for utilities used during construction. Utilities shall include electric power, fuel of any sort used for heating, etc., telephone services, cable and internet, if necessary, and water. Contractor shall provide all temporary connections to utilities when not provided by the utility company or others at no additional cost to the County. Contractor shall, if required by the County, install and maintain at his own expense, a job telephone and communications equipment necessary for the execution of the Work for the Contract Time.

#### **GR-33. TEMPORARY HEAT AND AIR CONDITIONING**

The Contractor shall provide, at his own expense, temporary heat or air conditioning, as necessary, to protect all Work and materials against injury from heat, dampness or cold. Fuel, equipment and method of heating and cooling shall be satisfactory to the County and shall not present a fire hazard. Contractor shall comply with the requirements in the Specifications for specific temperatures to be maintained.

#### **GR-34. MAINTENANCE MANUAL**

Contractor shall, prior to completion of Contract, deliver to the County two (2) copies of a manual, assembled, indexed, and bound, for the County's guidance, full details for care and maintenance of visible surfaces and of equipment included in Contract. Contractor shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the County in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this General Requirement.

#### **GR-35. WEATHER CONDITIONS**

The Contractor will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the County, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor.



#### **GR-36. LINES, GRADES, AND MEASUREMENTS**

- A. Such stakes and markings as the County may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings may, at the County's discretion, shall result in the Contractor being charged for their replacement.
- B. The Contractor must exercise proper care and caution to verify the grades and figures furnished by or on behalf of the County before proceeding with the Work, and shall be responsible for any damage or defective work caused by its failure to exercise such care and caution. Contractor shall promptly notify the County of any errors or discrepancies it may discover in order that the proper corrections may be made.
- C. Before ordering materials or doing work, the Contractor shall measure and verify the dimensions and locations of all existing structures, substrata, and features that affect the Work and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Contractor shall promptly notify the County of any difference which may be found, and shall obtain direction from the County before proceeding with the affected Work.

#### **GR-37. CLEANING UP**

- A. The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all his plants, tools, materials, and other articles from the property of the County.
- B. If the Contractor fails to clean up, as provided in the Contract, the County may do so, and the cost thereof shall be charged to the Contractor. Contractor shall ensure that neither it, its Subcontractors, nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the County's advance written approval. Contractor agrees to ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that Contractor, its Subcontractors or their employees or agents, bring onto or generate at the Project Site are handled in accordance with all applicable laws.
- C. The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the County.

- D. In addition to removing rubbish on a periodic basis and leaving the building broom clean, the Contractor shall clean all tile and glass; replace broken glass; remove stains, paint spots, and dirt from all Work; clean and polish all plumbing fixtures and equipment; and remove all temporary protection items. To the maximum extent reasonably possible, the Contractor shall keep the interior of the building free of combustible materials as the Work progresses.
- E. The Contractor shall maintain and keep clean at all times the immediate approach to the Project site, including the roads abutting the Project site.

#### **GR-38. BARRICADES**

- A. Contractor shall provide barricades and protective barriers around excavations, so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.
- B. Delivery of construction materials and equipment shall be only to locations approved by the County.

#### **GR-39. NO THIRD-PARTY BENEFICIARY**

Except as expressly and specifically set forth herein, this Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right.

#### **GR-40. SEVERABILITY**

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

#### **GR-41. INTERPRETATION**

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no

inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

#### **GR-42. PRIOR CONTRACTS; CONFLICT IN DOCUMENTS**

The Contractor may in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered “standard” for material or workmanship in any particular location. The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the General Requirements of the Contract; the Specifications; the Drawings, as between schedules and information given on the Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern; and detailed Drawings shall govern over general Drawings; and the Bid Document Package.

#### **GR-43. ENTIRE AGREEMENT**

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order or Field Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order or Field Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

#### **GR-44. COUNTERPARTS**

This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

#### **GR-45. VENUE**

The courts of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this Contract.

## ATTACHMENT B

### Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

DeKalb County Toddler Pool Conversions

Name of Project

DeKalb County, GA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By:\_\_\_\_\_

Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

## ATTACHMENT C

### Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_(insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

DeKalb County Toddler Pool Conversions

\_\_\_\_\_  
Name of Project

DeKalb County, GA

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_

Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

## ATTACHMENT D

### Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_Construction of DeKalb County Toddler Pool Conversions\_\_\_

Name of Project

\_\_\_DeKalb County, GA\_\_\_\_\_

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_

Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_

## ATTACHMENT E

### DEKALB COUNTY, GEORGIA CERTIFICATE OF CORPORATE AUTHORITY (Choose Applicable Certificate)

I, \_\_\_\_\_, certify that I am Secretary of the corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of \_\_\_\_\_; that \_\_\_\_\_, who executed this Contract on behalf of the Contractor was, then and there, \_\_\_\_\_; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

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This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ (Corporate Seal)  
Secretary

## ATTACHMENT E

**DEKALB COUNTY, GEORGIA**  
**CERTIFICATE OF AUTHORITY – JOINT VENTURE**  
**(Separate Certificate to be submitted by each joint venture partner)**

I, \_\_\_\_\_, <sup>(1)</sup> certify that

1. I am the \_\_\_\_\_ <sup>(2)</sup> of \_\_\_\_\_, <sup>(3)</sup> (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture named as Contractor in that certain Contract for Construction dated \_\_\_\_\_ with DeKalb County, issued pursuant to Invitation to Bid or Request for Proposal No. \_\_\_\_\_;
3. Venturer is organized and incorporated to do business under the laws of the State of \_\_\_\_\_;
4. \_\_\_\_\_, who executed this Contract on behalf of the Contractor was, then and there, \_\_\_\_\_; and
5. Said Contract was duly signed by said officer for and in behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.
6. I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

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This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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**INSTRUCTIONS:**

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

**MAKE COPIES OF THIS FORM AND SUBMIT A SEPARATE FORM FOR EACH JOINT VENTURE PARTNER.**



**ATTACHMENT F**  
(Consisting of 3 pages)  
**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_ [*Insert name of contractor*] (hereinafter called the “Principal”) and \_\_\_\_\_ [*Insert name of surety*] (hereinafter called the “Surety”), are held and firmly bound unto \_\_\_\_\_ County (hereinafter called the “County”) and their successors and assigns, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the Construction of DeKalb County Toddler Pool Conversions, more particularly described in the Contract (hereinafter called the “Project”); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all change orders, modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the County to be, in default under the Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the County of the lowest responsible bidder, arrange for a contract between such bidder and County and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the County the funds required by this Paragraph prior to the payment of the County of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the County to the Contractor under the Contract, and any amendments thereto, less the amount paid by the County to the Contractor; or, at the option of the County; or

3. Allow County to complete the work and reimburse the County for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the County may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the County in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the County to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

The Surety's obligations under this bond include all of the Contractor's duties under the Contract, including without limitation its maintenance and guarantee obligations.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the County and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. §36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL**

By: \_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_(SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:

\_\_\_\_\_

*[Attach Original Power of Attorney]*

**ATTACHMENT G**  
(Consisting of 2 pages)  
**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_ [Insert name of contractor] (hereinafter called the “Principal”) and \_\_\_\_\_ [Insert name of surety] (hereinafter called the “Surety”), are held and firmly bound unto \_\_\_\_\_ County, (hereinafter called the “County”), its successors and assigns as obligee, in the penal sum of [Insert contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on \_\_\_\_\_ [insert date of award] which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the construction of a project known as *Construction of DeKalb County Toddler Pool Conversions* as more particularly described in the Contract (hereinafter called the “Project”);

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

4. A “Claimant” shall be defined herein as any Subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any Subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
5. In the event a Claimant files a claim against the County, or the property of the County, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the County, either by bond or as otherwise provided in the Contract.
6. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alternations, extensions of time, changes in payment terms, and amendments.
7. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
8. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the

construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

9. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
10. This Bond is intended to comply with O.C.G.A. §36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL**

By: \_\_\_\_\_ (SEAL)  
Signature of Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_ (SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:

\_\_\_\_\_  
*[Attach Original Power of Attorney]*



## **ATTACHMENT I**

**RIGHT TO AUDIT:** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

## ATTACHMENT J



### Office of Interim Chief Executive Officer DeKalb County, Georgia

**Lee N. May**  
Interim CEO

#### **Executive Order No. 2014-4 New Ethics Policy**

**WHEREAS**, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

**WHEREAS**, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

**WHEREAS**, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

**WHEREAS**, reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

**WHEREAS**, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

**WHEREAS**, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

**WHEREAS**, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

**NOW THEREFORE**, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:

June 24, 2014



## **Section 1: Scope of this Order and Reminder of Existing Rules**

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees").<sup>1</sup> CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

## **Section 2: New Ethical Rules for CEO Merit-Exempt Employees**

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Code of DeKalb County shall apply. To the extent any rule below is stricter than Section 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. *Gifts.* A CEO merit-exempt employee may accept gifts<sup>2</sup> from an Interested Source<sup>3</sup>, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source

<sup>1</sup>This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

<sup>2</sup> "Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.

per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. *Meals.* CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. *Travel.* CEO merit-exempt employees may accept "reasonable hosting expenses" from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County's contract or falls within the exception for gifts of travel to the County.
- c. *Tickets.* CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria.* CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. *Awards, other exceptions.* CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

### **Section 3: Chief Executive Officer**

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

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<sup>3</sup> "Interested Source" means any person or entity who: (a) is seeking official action by the employee or the employee's department; (b) does business or seeks to do business with the county or the employee's department; (c) conducts activities regulated by the employee or the employee's department; (d) has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).



Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

#### **Section 4: Training**

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

#### **Section 5: Contractors and CEO-sponsored events**

1. *Contractors.* To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order allow a gift, meal, travel expense, ticket or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
2. *CEO-sponsored events.* No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship<sup>4</sup> from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

#### **Section 6: Support of the Ethics Board of DeKalb County**

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and

<sup>4</sup> A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.

enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;

2. Meeting with and supporting the Ethics Board as necessary;
3. Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
7. Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
9. Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

#### **Section 7: Comprehensive and Updated Ethical Rules**

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.

**Section 8: Compliance and Effective Date**

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication

SO ORDERED this 25<sup>th</sup> OF June, 2014.

  
LEE N. MAY  
Interim Chief Executive Officer

ATTEST:

  
BARBARA H. SANDERS, CCC  
Clerk to the Chief Executive Officer  
and Board of Commissioners

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.

# Exhibit 2

## Technical Specifications

**NOTE:** Documents posted on the County web site at [www.dekalbcountyga.gov](http://www.dekalbcountyga.gov)

# **Exhibit 3**

## **Drawings**

### **Parts 1 – 3**

**NOTE:** Documents posted on the County  
web site at [www.dekalbcountyga.gov](http://www.dekalbcountyga.gov)